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UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

CRAIG SHORTLEY, Plaintiff, vs. RELIANCE STANDARD LIFE INSURANCE COMPANY, Defendant.	Case No. COMPLAINT FOR: BREACH OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974; ENFORCEMENT AND CLARIFICATION OF RIGHTS; PREJUDGMENT AND POSTJUDGMENT INTEREST; BREACH OF FIDUCIARY DUTIES AND ATTORNEYS' FEES AND COSTS

Plaintiff Craig Shortley herein sets forth the allegations of his Complaint against Defendant Reliance Standard Life Insurance Company.

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PRELIMINARY ALLEGATIONS

1. Jurisdiction: This action is brought under 29 U.S.C. §§ 1132(a), (e), (f) and (g) of the Employee Retirement Income Security Act of 1974 (hereinafter "ERISA") as it involves a claim by Plaintiff for employee benefits under an employee benefit plan regulated and governed under ERISA. Jurisdiction is predicated under these code sections as well as 28 U.S.C. § 1331 as this action involves a federal question. This action is brought for the purpose of recovering benefits under the terms of an ERISA employee benefit plan, enforcing Plaintiff's rights under the terms of an employee benefit plan, and to clarify Plaintiff's rights to future benefits under an employee benefit plan. Plaintiff seeks relief, including but not limited to payment of benefits, prejudgment and post-judgment interest, reinstatement to the benefit plans at issue herein, and attorneys' fees and costs.

2. Plaintiff was at all times relevant an employee of Medtronic, Inc. and a resident of Sacramento, County of Sacramento, State of California.

3. Plaintiff is informed and believes that Defendant Reliance Standard Life Insurance Company ("Reliance" or "Defendant") is a corporation with its principal place of business in the State of Pennsylvania, authorized to transact and transacting business in the Eastern District of California and can be found in the Eastern District of California. Reliance is the insurer of benefits under a policy issued to Plaintiff's employer, Medtronic, Policy No. 123735 ("the Policy"). The Policy funds Medtronic's long-term disability benefit plan ("LTD Plan") for its employees.

4. Plaintiff is informed and believes that the LTD Plan is an employee welfare benefit plan regulated by ERISA, established by Medtronic, under which Plaintiff is and was a participant, and pursuant to which Plaintiff is entitled to long term disability ("LTD") benefits. Pursuant to the terms and conditions of the LTD Plan, Plaintiff is entitled to LTD benefits for the duration of Plaintiff's disability, for so long as Plaintiff remains disabled as required under the terms of the LTD

Plan. The LTD Plan is doing business in this judicial district, in that it covers employees residing in this judicial district.

5. Reliance can be found in this judicial district and the LTD Plan was issued and administered in this judicial district. The LTD claim at issue herein was also specifically administered in this judicial district. Thus, venue is proper in this judicial district pursuant to 29 U.S.C. § 1132(e)(2).

FIRST CLAIM FOR RELIEF

AGAINST RELIANCE STANDARD LIFE INSURANCE COMPANY FOR PLAN BENEFITS, ENFORCEMENT AND CLARIFICATION OF RIGHTS, PREJUDGMENT AND POSTJUDGMENT INTEREST, AND ATTORNEYS' FEES AND COSTS

(29 U.S.C. § 1132(a)(1)(B))

6. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

7. Plaintiff is informed and believes that Medtronics issued a Summary Plan Description ("the SPD") describing certain portions of the LTD Plan. Plaintiff received a copy of the SPD and a true and correct copy of the document he received is attached hereto as Exhibit A.

8. Plaintiff is further informed and believes that RSL issued a Certificate of Insurance purporting to describe the terms of the LTD Plan ("the Certificate.") The Certificate is attached hereto as Exhibit B.

9. Plaintiff is informed and believes that RSL provided a "Claims Procedure" document, which is not referenced in the SPD or Certificate.

10. Neither the SPD nor the Certificate advises plan participants that they must complete a timely appeal within 180 days or they will forfeit their right to bring a civil action under ERISA.

11. At all times relevant, Plaintiff was employed by Medtronics and was a covered participant under the terms and conditions of the LTD Plan.

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12. During the course of Plaintiff's employment, Plaintiff became entitled to benefits under the terms and conditions of the LTD Plan. Specifically, while Plaintiff was covered under the LTD Plan, Plaintiff suffered a disability rendering Plaintiff disabled as defined under the terms of the LTD Plan.

13. Pursuant to the terms of the LTD Plan, Plaintiff made a claim to Reliance for LTD benefits under the LTD Plan, Claim No. 2019-02-08-0053-LTD-01.

14. On February 22, 2019, Plaintiff's claim for LTD benefits was wrongfully denied by Reliance on the ground that the "severity, frequency and duration of his symptoms" were unknown and believed to be job specific.

15. In said denial letter, plaintiff was advised that he may appeal the decision.

16. On or about May 10 and 19, 2021, Plaintiff submitted an appeal to Reliance with additional evidence in support of his claim in which he requested reconsideration of the claim denial. On or about the same date, a RSL representative confirmed receipt of the appeal and the documents enclosed therewith.

17. By August 18, 2021, Plaintiff had not received a response to his appeal from RSL. On said date, Plaintiff's representative wrote to RSL and advised that the 90th day deadline to render a decision on the appeal, pursuant to 29 C.F.R. §2560.503-1, was August 3, 2021. Plaintiff requested that RSL provide its decision within ten (10) days.

18. RSL did not respond to Plaintiff's request for a decision and has not responded at all to Plaintiff's appeal.

19. Defendant breached the Plan and violated ERISA in the following respects:

(a) Failure to pay LTD benefit payments to Plaintiff at a time when RSL knew, or should have known, that Plaintiff was entitled to those benefits under the terms of the LTD Plan, as Plaintiff was disabled and unable to

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work and therefore entitled to benefits. Even though RSL had such knowledge, it denied Plaintiff's claim for continued LTD benefits;

(b) Failing to provide a prompt and reasonable explanation of the basis relied on under the terms of the LTD Plan documents, in relation to the applicable facts and LTD Plan provisions, for the denial of Plaintiff's claim for LTD benefits;

(c) After Plaintiff's claim was denied in whole or in part, RSL failed to adequately describe to Plaintiff any additional material or information necessary for Plaintiff to perfect Plaintiff's claim along with an explanation of why such material is or was necessary;

(d) Concealing and withholding from Plaintiff the notice requirements RSL was required to provide Plaintiff pursuant to ERISA and the regulations promulgated thereunder, particularly 29 Code of Federal Regulations § 2560.503-1(f)-(g), inclusive;

(e) Failing to properly and adequately investigate the merits of Plaintiff's disability claim and failing to provide a full and fair review of Plaintiff's claim;

(f) Failing to administer the plan in accordance with plan documents;

(g) Requesting that Plaintiff comply with procedures not set forth in the plan documents;

(h) Misapplying and miscommunicating provisions of the Plan; and,

(i) Failing to respond to Plaintiff's appeal within the time period allowed under 29 C.F.R. §2560.503-1 or at all.

20. Plaintiff is informed and believes and thereon alleges that Defendant wrongfully denied Plaintiff's disability benefits under the LTD Plan by other acts or omissions of which Plaintiff is presently unaware, but which may be discovered in this future litigation and which Plaintiff will immediately make Defendant aware of once said acts or omissions are discovered by Plaintiff.

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21. Following the denial of benefits under the LTD Plan, Plaintiff attempted to exhaust administrative remedies. Any appeal requirements were not adequately disclosed in the plan documents and are, therefore, excused. Under the doctrine of reasonable expectations, plaintiff could not be expected to understand that a failure to appeal a claim denial within 180 days would result in a forfeiture of his right to bring a civil action.

22. RSL did not respond to Plaintiff's appeal in a timely manner or at all and may not now raise that Plaintiff failed to exhaust his administrative remedies as RSL has not provided this as a reason, or any reason, for its failure to respond to Plaintiff's appeal.

23. As a proximate result of the aforementioned wrongful conduct of Defendant, Plaintiff has damages for loss of disability benefits in a total sum to be shown at the time of trial.

24. As a further direct and proximate result of this improper determination regarding Plaintiff's LTD claim, Plaintiff, in pursuing this action, has been required to incur attorneys' costs and fees. Pursuant to 29 U.S.C. § 1132(g)(1), Plaintiff is entitled to have such fees and costs paid by Defendant.

25. The wrongful conduct of Defendant has created uncertainty where none should exist, therefore, Plaintiff is entitled to enforce his rights under the terms of the LTD Plan and to clarify his right to future benefits under the terms of the LTD Plan.

SECOND CLAIM FOR RELIEF

AGAINST RELIANCE STANDARD LIFE INSURANCE COMPANY

FOR BREACH OF FIDUCIARY DUTIES

ATTORNEYS' FEES AND COSTS

(29 U.S.C. § 1132(a)(3))

26. Plaintiff restates and realleges, by reference herein, all previous allegations above and by this reference incorporates the same herein as if fully stated.

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27. RSL, as the Claims Administrator for the Plan, had a duty to administer the claims presented to it in accordance with the terms and provisions of the Plan.

28. Plaintiff asserts that a claim for benefits due under the Plan does not provide him with an adequate remedy at law in light of RSL's continuing course of conduct in violating the Plan terms and applicable law described herein.

29. Upon receipt of RSL's denial letter, Plaintiff reasonably expected that any appeal that may have been required was not mandatory and that failure to participate in the appeal process within 180 days would not result in a forfeiture of his right to bring a civil action.

30. In failing and refusing to consider and/or respond whatsoever to Plaintiff's appeal, RSL breached its duties in failing to conduct a full and fair review, depriving Plaintiff of his rights and benefits under the Plan.

31. RSL was obliged to discharge its duties solely in the interest of the Plan's beneficiaries and participants for the exclusive purpose of providing benefits to beneficiaries and participants, and using all prudent skill, good faith and diligence in accordance with documents and instruments governing the Plan.

32. At all material times herein, RSL violated these duties by, inter alia, the acts/omissions described above in paragraph 19.

33. Plaintiff's further alleged that RSL has breached its fiduciary duty by misapplying, miscommunicating and/or ignoring relevant provisions of the Plan and attempting to apply provisions of the Plan that do not exist.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff prays for relief against Defendant as follows:

As to Claim 1:

1. Payment of disability benefits due Plaintiff;

2. An order declaring that Plaintiff is entitled to immediate reinstatement to the LTD Plan, with all ancillary benefits to which he is entitled by virtue of his

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disability, and that benefits are to continue to be paid under the LTD Plan for so long as Plaintiff remains disabled under the terms of the LTD Plan;

As to Claim 2:

3. In the alternative to the relief sought in paragraphs 1 and 2, an order remanding Plaintiff's claim to the claims administrator to the extent any new facts or submissions are to be considered;

4. RSL be enjoined from applying the inapplicable 180 day deadline to appeal a denial.

5. A surcharge of defendant in the amount of benefits to which Plaintiff would be entitled.

As to both Claims:

6. Pursuant to 29 U.S.C. § 1132(g), payment of all costs and attorneys' fees incurred in pursuing this action;

7. Payment of prejudgment and postjudgment interest as allowed for under ERISA; and

8. Such other and further relief as this Court deems just and proper.

DATED: September 14 , 2021 KANTOR & KANTOR, LLP

By: */s/ Corinne Chandler*
Corinne Chandler
Attorneys for plaintiff
Craig Shortley

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EXHIBIT A

Medtronic

Long Term Disability Plan

January 1, 2017

LONG TERM DISABILITY PLAN
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The information in this summary, together with any insurance policies and Certificates of Coverage under which Long Term Disability benefits are provided, serves as the Plan and Summary Plan Description for the Medtronic Long Term Disability Plan. With respect to benefit levels and coverage under the Plan, the applicable insurance policy governs. In the event of any conflict between an insurance policy and any other document that constitutes part of the Plan, the insurance policy will be the final authority.

LONG TERM DISABILITY PLAN HIGHLIGHTS

Who pays for my coverage?	The Company pays the entire cost of the Basic LTD coverage. If you elect Optional LTD coverage (either Option 1 or Option 2) you pay the difference between the Basic LTD coverage and the Optional LTD coverage.
When does my coverage begin?	On the date you become an Eligible Employee. To be an Eligible Employee, you must be regularly scheduled to work at least 20 hours per week.
When am I eligible to receive benefits?	If a disability lasts longer than 26 weeks, you are eligible to apply for benefits from this Plan. Benefits may continue for as long as you are disabled or until age 65. Benefits may continue past age 65 if you become disabled after age 61.
What benefits are paid under the Basic LTD coverage?	If you become Totally Disabled, the Basic LTD coverage pays a benefit of 50% of your Covered Monthly Earnings, up to a maximum of $12,500 per month, reduced by other benefits and income you and your dependents are eligible to receive.
What benefits are paid under the Optional LTD coverage?	If you become Totally Disabled, the Optional LTD coverage pays a higher benefit than the Basic LTD Coverage. If you enroll in Option 1, the Optional LTD coverage pays a benefit of 60% of your Covered Monthly Earnings, up to a maximum of $15,000 per month. If you enroll in Option 2, the Optional LTD coverage pays a benefit of 66-2/3% of your Covered Monthly Earnings, up to a maximum of $23,250 per month. In both cases, your monthly benefit is reduced by other benefits and income you and your dependents are eligible to receive.
How do I apply for benefits?	If you are nearing the end of 26 weeks and you are still disabled, Matrix Absence Management, Inc. (a division of Reliance Standard Life Insurance Company) will mail the necessary forms to you for completion.
Where do I get more information?	Please refer to the Insurance Documents provided by Reliance Standard Life Insurance Company (including an insurance policy and a Certificate of Coverage). For your convenience, the Certificate of Coverage is included at the end of this summary.

INTRODUCTION

The Company provides a two-part disability program for Eligible Employees to replace a portion of your regular salary if you become disabled:

- The Salary Continuation Policy, which covers qualifying short-term disability absences lasting more than 8 consecutive calendar days and up to a maximum of 26 weeks. Refer to the Salary Continuation Policy for more information.
- This Long Term Disability Plan (hereinafter referred to as the "Plan"), which covers qualifying disability absences lasting longer than 26 weeks. The Plan provides Basic LTD coverage to all eligible employees at no cost to you. The Plan also permits eligible employees to purchase additional Optional LTD coverage, which you pay for with after-tax contributions. For more information, refer to the insurance company Certificate of Coverage and insurance policy (hereinafter referred to as the "Insurance Documents").

This summary provides general information about the Plan's insurance coverage, such as who is eligible and how to enroll. It also provides general information about the Plan's insurance coverage, including coverage amounts and exclusions and limitations. Specific information about the Plan's insurance coverage is published in the Insurance Documents). The insurance company is identified in the "Administrative Information" section of this summary.

The Insurance Documents govern your Long Term Disability coverage under the Plan. A copy of the Certificate of Coverage can be found at the end of this summary. In addition, all of the Insurance Documents are available on-line by accessing benefits.medtronic.com or by contacting AskHR at 800-987-3565.

Make sure you consult the Insurance Documents for more specific information about your Long Term Disability coverage. The insurance company has full and complete discretion to determine if you are entitled to benefits under the Insurance Documents. If the insurance company determines that you are not entitled to benefits under the Insurance Documents, then no benefits are payable under the Plan.

WHO IS ELIGIBLE?

You are eligible to participate in the Plan if you are a resident of one of the fifty states or the District of Columbia, employed by Medtronic, Inc. or a participating affiliate (hereinafter referred to as "Medtronic") and classified by Medtronic as a regular employee of Medtronic scheduled to work at least 20 hours per week.

Employees covered under a collective bargaining agreement are eligible for coverage under the Plan only if coverage specifically is required pursuant to the terms of the applicable collective bargaining agreement. Plan benefits for employees eligible to participate in the Plan due to the terms of a collective bargaining agreement are governed by the terms of that agreement and, in the event of any conflict between the terms of this summary and the terms of the applicable collective bargaining agreement, the terms of the applicable collective bargaining agreement will govern.

Individuals who reside in Puerto Rico or who Medtronic designates as temporary employees (including employees on a temporary agency payroll), leased employees, casual workers, interns, contract workers, independent contractors or similar classifications performing services for Medtronic are not considered regular employees whether or not they are paid W-2 wages by Medtronic, and are not eligible to participate in the Plan.

If you are eligible to participate in this Plan, you are not eligible to participate in any other long term disability plan sponsored by Medtronic. The Plan Administrator, in its sole discretion, will determine whether you are eligible to participate in this Plan.

When do I become eligible?

If you are not covered by a collective bargaining agreement, you become eligible on the date you first satisfy the Plan's eligibility requirements (for example, on your date of hire if you are actively at work). If you are covered by a collective bargaining agreement, you become eligible on the 61st day after you first satisfy the Plan's eligibility requirements (for example, on the 61st day after your date of hire if you are actively at work).

HOW DO I ENROLL?

For Basic LTD Coverage: You are automatically enrolled in the Basic LTD coverage under the Plan on your first day as an active eligible employee. Your Basic LTD coverage is effective from your first day

of work as an eligible employee, as long as you are actively at work on that day. You are not considered to be actively at work if you are absent from work for any reason, including an absence due to injury, illness, temporary layoff or leave of absence.

For Optional LTD Coverage: You may enroll in Optional LTD coverage under the Plan at any time, but the effective date of your coverage will be different depending on when you enroll:

- If you enroll for Optional LTD coverage on or before your first day as an active eligible employee, your coverage will be effective from your first day of work as an eligible employee if you are actively at work on that day. If you enroll for Optional LTD coverage within 31 days from your first day as an active eligible employee, your coverage will be effective on the date you enroll if you are actively at work on that day.

- If you enroll for Optional LTD coverage more than 31 days from your first day as an active eligible employee (or change your enrollment from Option 1 to Option 2) you must submit "proof of good health" and your Optional LTD coverage will be effective on the date the insurance company approves your proof of good health if you are actively at work on that day.

You are not considered to be actively at work if you are absent from work for any reason, including an absence due to injury, illness, temporary layoff or leave of absence.

To enroll for Optional LTD coverage, please follow the steps below:

For newly eligible employees. You may obtain enrollment information for Optional LTD coverage by accessing Workday. If you are a newly eligible employee, a benefit enrollment event will be delivered to your Workday Inbox. Complete the enrollment information and submit it on Workday within 31 days of your first day as an active eligible employee. Contact AskHR if you have any questions regarding enrollment.

For late enrollment. If you are enrolling more than 31 days after your first day as an active eligible employee, you must submit "proof of good health." If proof of good health is required, you will receive a form from the insurance carrier. To begin the late enrollment process, please record your enrollment in Workday.

WHO PAYS FOR MY COVERAGE?

Medtronic pays the full cost of the Basic LTD coverage under this Plan.

Employees who elect Optional LTD coverage under this Plan are required to pay the difference between the cost of the Basic LTD coverage and the Optional LTD coverage. You can receive information about current premium rates by accessing Workday.

HOW DOES LONG TERM DISABILITY COVERAGE WORK?

Long Term Disability is designed to provide benefits for qualifying disabilities lasting longer than 26 weeks. If you become Totally Disabled (as defined in the Insurance Documents), you receive payments equal to a portion of your Covered Monthly Earnings (as defined in the Insurance Documents), up to the maximum dollar amount, reduced by other benefits and income you and your dependents are eligible to receive.

Benefits may not begin until:

- You have been Totally Disabled for 26 weeks.
- You have provided documentation satisfactory to the insurance company proving that you are Totally Disabled.

Benefits may continue as long as you are Totally Disabled or until you reach your Social Security normal retirement age. In some cases your benefits may continue beyond your normal retirement age**.**

WHAT BENEFITS ARE PAID UNDER THE BASIC LTD COVERAGE?

Under the Basic LTD coverage, Long Term Disability Benefits are equal to 50% of your Covered Monthly Earnings in effect on the date you first become Totally Disabled, up to a maximum of $12,500 per month. Your Basic LTD benefit will be reduced by any other income or benefits that you and your dependents are eligible to receive from other sources, including but not limited to, Social Security, State Disability Insurance or Workers' Compensation. Please see the Insurance Documents for a full description of the other income and benefits that reduce your Basic LTD benefit.

This is only a summary of the Plan's Basic LTD coverage; please consult the Insurance Documents for more specific information.

WHAT BENEFITS ARE PAID UNDER THE OPTIONAL LTD COVERAGE?

Under the Optional LTD coverage, Long Term Disability Benefits depend on the option in which you are enrolled:

- If you enroll in Option 1, your Long Term Disability Benefits are equal to 60% of your Covered Monthly Earnings in effect on the date you first become Totally Disabled, up to a maximum of $15,000 per month.

- If you enroll in Option 2, your Long Term Disability Benefits are equal to 66-2/3% of your Covered Monthly Earnings in effect on the date you first become Totally Disabled, up to a maximum of $23,250 per month.

Your Optional LTD benefit will be reduced by any other income or benefits that you and your dependents are eligible to receive from other sources, including but not limited to, Social Security, State Disability Insurance or Workers' Compensation. Please see the Insurance Documents for a full description of the other income and benefits that reduce your Optional LTD benefit.

This is only a summary of the Plan's Optional LTD coverage; please consult the Insurance Documents for more specific information.

WHEN AM I TOTALLY DISABLED UNDER THE PLAN?

Please see the Insurance Documents for the definition of "Totally Disabled." However, generally speaking, during the 26-week elimination period, you may be considered to be Totally Disabled if you are under the care of a Physician and prevented from performing each of the essential functions of your regular occupation because of an illness or accidental injury and you are not working at all.

During the first year that you are receiving Long Term Disability Benefits, you are considered to be Totally Disabled if you unable to perform one or more of the essential functions of your regular occupation and you are under the care of a Physician. To be considered Totally Disabled after this period of time, the illness or accidental injury must prevent you from working at *any* occupation for which you are, or could reasonably become, qualified for by education, training or experience, and you are not working at all.

WHAT IF I HAVE A PRE-EXISTING CONDITION?

Long Term Disability Benefits will not be paid for a Total Disability relating to pre-existing conditions for a period of time. A "pre-existing condition" means any sickness or injury for which you received medical treatment, consultation, care or services or took prescribed drugs or medicines during the three months immediately prior to your effective date of coverage. Please see the Insurance Documents for details.

CAN I RETURN TO WORK FOLLOWING MY DISABILITY?

Following your Long Term Disability leave, if your position has not been filled and if you are qualified for that position, with or without reasonable accommodation, you will be reinstated to that position. If your position has been eliminated or filled, Medtronic will evaluate the situation at the time that you are able to return to work. If suitable work is not available, your employment with Medtronic may be terminated. You should contact your Human Resources Representative in advance of your desired return to work to discuss your alternatives.

WHEN DO LONG TERM DISABILITY BENEFITS END?

Except as noted below, Long Term Disability Benefits are payable as long as you are Totally Disabled or until you reach normal retirement age, whichever comes first. Benefits may continue past your normal retirement age as shown in the following chart:

Age when disability begins	How long benefits may continue
Prior to age 63	To normal retirement age or 42 months, if greater
Age 63	To normal retirement age or 36 months, if greater
Age 64	30 months
Age 65	24 months
Age 66	21 months

Age when disability begins	How long benefits may continue
Age 67	18 months
Age 68	15 months
Age 69 and older	12 months

"Normal retirement age" is your normal retirement age for purposes of Social Security benefits and is determined by your date of birth.

Long Term Disability Benefits are limited to 12 months for mental or nervous disorders, as defined in the Insurance Documents.

Benefit payments will also stop on the earliest of:

- The date you fail to furnish documentation related to your Total Disability as required by the insurance company;
- The date you are no longer under regular care of a Physician;
- The date you refuse to submit to an examination by a Physician or other medical professional at the request of the insurance company;
- The date of your death;
- The date you refuse to receive recommended treatment that is generally acknowledged by Physicians to cure, correct or limit your disabling condition; or
- The date you refuse to participate in a rehabilitation program, or cooperate with modifications made to the work site or job process to accommodate you.

Please see the Insurance Documents for details.

WHAT DISABILITIES ARE NOT COVERED?

The Long Term Disability Plan covers illness and accidental injury only. This plan does not cover any disabilities caused by, contributed to or resulting from:

- Intentionally self-inflicted injury;
- Commission of or attempt to commit a felony;
- Engagement in an illegal occupation; or
- War or act of war.

Please see the Insurance Documents for details.

ARE THERE OTHER FEATURES OF THE LONG TERM DISABILITY PLAN?

Yes. The Long Term Disability Plan includes other features that may provide additional benefits. These features include:

- A specific indemnity benefit that is paid in the event of accidents resulting in injuries (such as the loss of hands, feet, eyes, legs, hearing and/or speech).
- A lump sum survivor benefit that is paid to a surviving spouse if you die while receiving long term disability benefits.
- A rehabilitation benefit that allows you to continue your disability benefit while performing rehabilitative employment, minus 50% of your earnings from the rehabilitative employment.
- A work incentive benefit that may reduce the offset for other income and benefits during the first 12 months of rehabilitative employment.
- A child care benefit that may be payable if you are receiving the work incentive benefit and have child care expenses for children under age 14.
- An extended disability benefit that may be payable after your disability benefits would otherwise end, if at that time you are unable to perform at least two activities of daily living or have a cognitive impairment and are either confined as an inpatient in certain settings or receiving home health or hospice care.

Please see the Insurance Documents for details.

WHAT HAPPENS TO MY OTHER BENEFITS DURING LONG TERM DISABILITY?

During the period you are eligible for Long Term Disability Benefits, you may be entitled to continue your coverage under certain other benefit plans and programs sponsored by Medtronic. You should consult the summary plan description or other applicable description of program to determine the extent to which coverage or other benefits may be available during a period of Total Disability. Contact AskHR if you have any questions or need additional information.

HOW DO I APPLY FOR BENEFITS?

Approximately 13 weeks before your salary continuation period ends, the insurance company will mail the necessary forms for you to complete to apply for benefits under the Plan. Please see the Insurance Documents for details of the claims procedure.

STATUTE OF LIMITATIONS/LAWSUITS

No claimant may begin any legal action to recover Plan benefits, to enforce or clarify rights under the Plan, under ERISA or under any other provision of law, whether or not statutory, until the claims procedures described in the Insurance Documents have been exhausted in their entirety. Legal action relating to benefit claim denials must be commenced in the proper forum by the time period specified in the Insurance Documents. For other claims, legal action must be commenced in the proper forum before the earlier of 30 months after the claimant knew or reasonably should have known of the principal facts on which the claim is based, or 12 months after the claimant exhausts the claims procedures under the Plan.

Knowledge of all facts that you or your dependents knew or reasonably should have known will be imputed to every claimant who is or claims to be entitled to benefits or rights by reference to you or your dependents for the purpose of applying the time periods. In any legal action brought relating to the Plan all explicit and implicit determinations by the insurance company, Medtronic and any other fiduciary (including determinations as to whether the claim, or a request for a review of a denied claim, was timely filed) will be given the maximum deference permitted by law.

Any review of a final decision or action of the persons reviewing a claim will be based only on the evidence presented to or considered by those persons at the time they made the decision that is the subject of review.

ADMINISTRATIVE INFORMATION

Official Plan Name

Medtronic Long Term Disability Plan, also commonly referred to in this summary as the Plan.

Plan Type

The Plan is a group long-term disability plan.

Plan Number

The Plan is a component plan of the Medtronic Group Insurance Plan which is plan number 540.

Plan Sponsor and Plan Administrator

Medtronic, Inc.
710 Medtronic Parkway, LC 245
Minneapolis, MN 55432-5604
763-514-4000

Plan's Sponsor's Employer Identification Number

41-0793183

Plan Year

The Plan operates on a calendar year basis, beginning on January 1 and ending on December 31.

Plan Funding

The LTD coverage under the Plan is funded by payment of insurance premiums required by an insurance policy. The insurance premiums are paid by Medtronic and participating employees who enroll in Optional LTD coverage.

Agent for Service of Legal Process

Vice President, Chief Litigation Counsel
Medtronic
710 Medtronic Parkway
Minneapolis, MN 55432-5604

Legal process also may be served on the Plan Sponsor or Plan Administrator at the address above.

Insurance Company

Reliance Standard Life Insurance Co.
2001 Market St
Philadelphia, PA 19123
888-477-5110

To Appeal a Claim

Contact the insurance company in writing. The Insurance Documents describe how to appeal a claim for benefits.

To Apply for Benefits or If you Have Questions, Contact*:*

Reliance Standard Life Insurance Co.
(Matrix Absence Management, Inc.)
2001 Market St
Philadelphia, PA 19123

888-477-5110

YOUR ERISA RIGHTS

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA).

ERISA provides that all Plan participants shall be entitled to the following.

Receive Information About Your Plan and Benefits

- Examine (without charge) at the Plan Administrator's office and at other specified locations—such as work sites and union halls—all documents governing the Plan, including insurance contracts and collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series), and updated Summary Plan Descriptions. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Know Your Rights

If your claim for a benefit is denied or ignored—in whole or in part—you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time frames.

Under ERISA, there are steps you can take to enforce your ERISA rights. For instance:

- If you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials—unless the materials were not sent because of reasons beyond the control of the administrator.
- If you have a claim for benefits which is denied or ignored—in whole or in part—you may file suit in a state or Federal court provided you have exhausted the administrative procedures under the Plan.
- If it should happen that Plan fiduciaries misuse the Plan's money, or if you're discriminated against for asserting your ERISA rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court.

If you file suit against the Plan, the court will decide who should pay court costs and legal fees. If you're successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees—for example, if it finds your claim is frivolous.

You may have additional rights under ERISA. However, applicable law and the Plan's provision require you to pursue all claim and appeal rights on a timely basis before seeking other legal recourse regarding claims for benefits.

ASSISTANCE WITH YOUR QUESTIONS

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory; or the Division of Technical Assistance and Inquiries,

Employee Benefit Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, DC 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by:

- Calling the Employee Benefits Security Administration Brochure Request Line (also called the "Publications Hotline") at 1-866-444-3272;
- Logging on to the Internet at www.dol.gov; or
- Contacting the EBSA field office nearest you.

TERMINATION OF THE PLAN

Medtronic reserves the right to amend or terminate the Plan at any time.

INTERPRETATION OF THE PLAN

The Plan Administrator has full and complete discretion to interpret and administer the Plan, and has delegated this authority to the Senior Vice President, Chief Human Resources Officer, the Vice President of Global Rewards and the Vice President, Americas Benefits Center of Expertise and Total Rewards Operations (hereinafter the "Authorized Individuals)." Pursuant to this delegation, the Authorized Individuals have full and complete discretion to interpret and administer the Plan including, without limitation, discretionary authority to interpret the Plan, make rules, determine eligibility for benefits, determine coverage and benefit amounts, resolve all claims and disputes regarding the Plan and further delegate any or all of such discretionary authority as they deem appropriate. The decisions of the Authorized Individuals are final and binding on all persons and can be overturned on review only if they are arbitrary, capricious or otherwise constitute an abuse of discretion.

The Authorized Individuals have delegated the responsibility for handling benefit claims and appeals under the Plan to an insurance company (the insurance company is listed in this summary and in the Insurance Documents). Pursuant to this delegation, the insurance company has full and complete discretion to interpret and administer the provisions of the Plan and to determine benefits payable under the Plan. Benefits will be paid only if you have met the Plan's eligibility and participation requirements and the insurance company determines that you are entitled to benefits according to the terms of the Plan.

If the insurance company issues an adverse benefit determination, you (or your authorized representative) may appeal that decision under the appeal procedures described above. Keep in mind that the Plan's appeal procedures are mandatory – you (or your authorized representative) may not begin any legal action regarding a claim until the appeals process is complete. The decisions of the **insurance company** are final and binding on both you and Medtronic.

EXHIBIT B

GROUP LONG TERM DISABILITY INSURANCE PROGRAM

Medtronic

RELIANCE STANDARD LIFE INSURANCE COMPANY

Home Office: Schaumburg, Illinois
Administrative Office: Philadelphia, Pennsylvania

CERTIFICATE OF INSURANCE

We certify that you (provided you belong to a class described on the Schedule of Benefits and your completed enrollment card is attached) are insured, for the benefits which apply to your class, under Group Policy No. LTD 123735 issued to Medtronic, Inc., the Policyholder.

This Certificate is not a contract of insurance. It contains only the major terms of insurance coverage and payment of benefits under the Policy. It replaces all certificates that may have been issued to you earlier.

Secretary

President

GROUP LONG TERM DISABILITY INSURANCE CERTIFICATE

This Group Long Term Disability Certificate amends the previous Group Long Term Disability Certificates and is dated June 1, 2017.

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SCHEDULE OF BENEFITS

EFFECTIVE DATE: January 1, 2013, as amended in the Policy through May 24, 2017

ELIGIBLE CLASSES: Each active, Full-time Medtronic employee working in the United States, except a leased employee, an employee working in Puerto Rico and any person employed on a temporary or seasonal basis.

YOUR EFFECTIVE DATE: The day you become eligible.

INDIVIDUAL REINSTATEMENT: 6 months

LONG TERM DISABILITY BENEFIT

ELIMINATION PERIOD: 26 consecutive weeks of Total Disability.

MONTHLY BENEFIT:

BASIC: The Monthly Benefit is an amount equal to 50% of Covered Monthly Earnings.
OPTION 1: The Monthly Benefit is an amount equal to 60% of Covered Monthly Earnings.
OPTION 2: The Monthly Benefit is an amount equal to 66 2/3% of Covered Monthly Earnings.

To figure this benefit amount payable:
(1) multiply your Covered Monthly Earnings by the benefit percentage(s) shown above;
(2) take the lesser of the amount:
  (a) of step (1) above; or
  (b) the Maximum Monthly Benefit shown below; and
(3) subtract Other Income Benefits, as shown below, from step (2), above.

We will pay at least the Minimum Monthly Benefit as follows.

OTHER INCOME BENEFITS: Other Income Benefits are:
(1) disability income benefits you are eligible to receive because of your Total Disability under any group insurance plan(s);
(2) disability income benefits you are eligible to receive because of your Total Disability under any governmental retirement system, except benefits payable under a federal government employee pension benefit;
(3) all benefits (except medical or death benefits) including any settlement made in place of such benefits (whether or not

liability is admitted) you are eligible to receive because of your Total disability under:
(a) Workers' Compensation Laws;
(b) occupational disease law;
(c) any other laws of like intent as (a) or (b) above; and
(d) any compulsory benefit law (except benefits payable under the Minnesota No-Fault Motor Vehicle Law);

(4) any of the following that you are eligible to receive from the Policyholder:
(a) any formal salary continuance plan;
(b) wages, salary or other compensation, excluding the amount allowable when engaged in Rehabilitative Employment; and
(c) commissions or monies, including vested renewal commissions, but, excluding commissions or monies that you earned prior to Total Disability which are paid after Total Disability has begun;

(5) that part of disability benefits paid for by the Policyholder which you are eligible to receive because of your Total disability under a group retirement plan; and

(6) that part of Retirement Benefits paid for by the Policyholder which you are eligible to receive under a group retirement plan; and

(7) disability or Retirement Benefits under the United States Social Security Act, the Canadian pension plans, or any other government plan for which:
(a) you are eligible to receive because of your Total Disability or eligibility for Retirement Benefits; and
(b) your dependents are eligible to receive due to (a) above.

Disability and early Retirement Benefits will be offset only if such benefits are elected by you or if election would not reduce the amount of your accrued normal Retirement Benefits then funded.

Retirement Benefits under number (7) above will not apply to disabilities which begin after age 70 if you are already receiving Social Security Retirement Benefits while continuing to work beyond age 70.

MINIMUM MONTHLY BENEFIT: In no event will the Monthly Benefit payable to you be less than $100.

MAXIMUM MONTHLY BENEFIT:

BASIC: $12,500 (this is equal to a maximum Covered Monthly Earnings of $25,000).
OPTION 1: $15,000 (this is equal to a maximum Covered Monthly Earnings of $25,000).
OPTION 2: $23,250 (this is equal to a maximum Covered Monthly Earnings of $34,873).

MAXIMUM DURATION OF BENEFITS: Benefits will not accrue beyond the longer of: the Duration of Benefits; or Normal Retirement Age; specified below:

Age at Disablement	Duration of Benefits (in months)
Less than 63	The greater of: (1) To Age 65 or 42 months
63	The greater of (1) To Age 65 or 36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 or more	12 months

OR

Normal Retirement Age as defined by the 1983 Amendments to the United States Social Security Act and determined by your year of birth, as follows:

Year of Birth	Normal Retirement Age
1937 or before	65 years
1938	65 years and 2 months
1939	65 years and 4 months
1940	65 years and 6 months
1941	65 years and 8 months
1942	65 years and 10 months
1943 thru 1954	66 years
1955	66 years and 2 months
1956	66 years and 4 months
1957	66 years and 6 months
1958	66 years and 8 months
1959	66 years and 10 months
1960 and after	67 years

CHANGES IN MONTHLY BENEFIT: Increases in the Monthly Benefit because of a change in monthly salary are effective on the date of the change, provided you are Actively at Work on the effective date of the change. If you are not Actively at Work on that date, the effective date of the increase in the benefit amount will be deferred until the date you return to Active Work. Decreases in the Monthly Benefit are effective on the date the change occurs. Changes in the Monthly Benefit because of a change in the averaged monthly salary are effective as explained in the definition of Covered Monthly Earnings.

CONTRIBUTIONS:

BASIC: You are not required to contribute toward the cost of this insurance.

Premium contributions will not be included in your gross income.

For purposes of filing your Federal Income Tax Return, this means that under the law as of the date the Policy was issued, your Monthly Benefit might be treated as taxable. It is recommended that you contact your personal tax advisor.

OPTION 1: You are required to contribute toward the cost of this insurance.

OPTION 2: You are required to contribute toward the cost of this insurance.

Contributions for you are being made on a post-tax basis. For purposes of filing your Federal Income Tax Return, this means that under the law as of the date the Policy was issued, your Monthly Benefit might be treated as non-taxable. It is recommended that you contact your personal tax advisor.

DEFINITIONS

"You", "your" and "yours" means a person who meets the Eligibility Requirements of the Policy and is enrolled for this insurance.

"We", "us" and "our" means Reliance Standard Life Insurance Company.

"Actively at Work" and "Active Work" mean actually performing on a Full-time basis the material duties pertaining to your job in the place where and the manner in which the job is normally performed. This includes approved time off such as vacation, jury duty and funeral leave, but does not include time off as a result of an Injury or Sickness.

"Any Occupation" means an occupation normally performed in the national economy for which you are reasonably suited based upon your education, training or experience.

"Claimant" means you made a claim for benefits under the Policy for a loss covered by the Policy as a result of your Injury or Sickness.

"Covered Monthly Earnings" means your basic monthly salary received from the Policyholder on the January 1st just before the date of Total Disability. Covered Monthly Earnings does not include overtime pay or any other special compensation not received as Covered Monthly Earnings. However, “Covered Monthly Earnings” will include commissions, Medtronic Incentive Plan (MIP), formula based bonuses and lump sum merit pay, (which is determined as of the January 1st of each year), received from the Policyholder averaged over the lesser of:

(1) the number of months worked; or
(2) the 36 months;

as of the January 1st just prior to the date Total Disability began.

If you are an hourly paid employee, a forty (40) hour work week will be used to determine Covered Monthly Earnings, regardless of the number of hours actually worked during a regular work week. If you are paid on an annual basis, then the Covered Monthly Earnings will be determined by dividing the basic annual salary by 12.

With respect to a commissioned salesperson without a base rate of pay, "Covered Monthly Earnings" will be $75,000 until the January 1st following one (1) year of continuous employment.

With respect to a commissioned salesperson with a base rate of pay, "Covered Monthly Earnings" will be the greater of:

(1) your annual guarantee salary amount; or
(2) your Covered Monthly Earnings defined above.

"Elimination Period" means a period of consecutive days of Total Disability, as shown on the Schedule of Benefits page, for which no benefit is payable. It begins on the first day of Total Disability.

Interruption Period: If, during the Elimination Period, you return to Active Work for less than 90 days, then the same or related Total Disability will be treated as continuous. Days that you are Actively at Work during this interruption period will not count towards the Elimination Period. This interruption of the Elimination Period will not apply to you if you become eligible under any other group long term disability insurance plan.

"Full-time" means working for the Policyholder for a minimum of 20 hours during your regular work week.

"Hospital" or "Institution" means a facility licensed to provide care and Treatment for the condition causing your Total Disability.

"Injury" means bodily Injury resulting directly from an accident, independent of all other causes. The Injury must cause Total Disability which begins while your insurance coverage is in effect.

"Physician" means a duly licensed practitioner who is recognized by the law of the state in which treatment is received as qualified to treat the type of Injury or Sickness for which a claim is made. The Physician may not be you or a member of your immediate family.

"Regular Care" means Treatment that is administered as frequently as is medically required according to guidelines established by nationally recognized authorities, medical research, healthcare organizations, governmental agencies or rehabilitative organizations. Care must be rendered personally by your Physician according to generally accepted medical standards in your locality, be of a demonstrable medical value and be necessary to meet your basic health needs.

"Regular Occupation" means the occupation you are routinely performing when Total Disability begins. We will look at your occupation as it is normally performed in the national economy, and not the unique duties

performed for a specific employer or in a specific locale.

"Retirement Benefits" mean money which you are entitled to receive upon early or normal retirement or disability retirement under:

(1) any plan of a state, county or municipal retirement system, if such pension benefits include any credit for employment with the Policyholder;
(2) Retirement Benefits under the United States Social Security Act of 1935, as amended, or under any similar plan or act; or
(3) an employer's retirement plan where payments are made in a lump sum or periodically and do not represent contributions made by you.

Retirement Benefits do not include:

(1) a federal government employee pension benefit;
(2) a thrift plan;
(3) a deferred compensation plan;
(4) an individual retirement account (IRA);
(5) a tax sheltered annuity (TSA);
(6) a stock ownership plan; or
(7) a profit sharing plan; or
(8) section 401(k), 403(b) or 457 plans.

"Sickness" means illness or disease causing Total Disability which begins while your insurance coverage is in effect. Sickness includes pregnancy, childbirth, miscarriage or abortion, or any complications therefrom.

"Totally Disabled" and "Total Disability" mean, that as a result of an Injury or Sickness:

(1) during the Elimination Period and for the first 12 months for which a Monthly Benefit is payable, you cannot perform the material duties of your Regular Occupation;
    (a) "Partially Disabled" and "Partial Disability" mean that as a result of an Injury or Sickness you are capable of performing the material duties of your Regular Occupation on a part-time basis or some of the material duties on a full-time basis. If you are Partially Disabled you will be considered Totally Disabled, except during the Elimination Period;
    (b) "Residual Disability" means being Partially Disabled during the Elimination Period. Residual Disability will be considered Total Disability; and
(2) after a Monthly Benefit has been paid for 12 months, you cannot perform the material duties of Any Occupation. We consider you Totally Disabled if due to an Injury or Sickness you are capable of only performing the material duties on a part-time basis or part of the material duties on a full-time basis.

If you are employed by the Policyholder and require a license for such occupation, the loss of such license for any reason does not in and of itself constitute "Total Disability".

"Treatment" means care consistent with the diagnosis of your Injury or Sickness that has its purpose of maximizing your medical improvement. It must be provided by a Physician whose specialty or experience is most appropriate for the Injury or Sickness and conform with generally accepted medical standards to effectively manage and treat your Injury or Sickness.

TRANSFER OF INSURANCE COVERAGE

If you were covered under any group long term disability insurance plan maintained by the Policyholder prior to the Policy's Effective Date, you will be insured under the Policy, provided that you are Actively At Work and meet all of the requirements for being an Eligible Person under the Policy on its Effective Date.

If you were covered under the prior group long term disability plan maintained by the Policyholder prior to the Policy's Effective Date, but were not Actively at Work due to Injury or Sickness on the Effective Date of the Policy and would otherwise qualify as an Eligible Person, coverage will be allowed under the following conditions:

(1) You must have been insured with the prior carrier on the date of the transfer; and

(2) Premiums must be paid; and

(3) Total Disability must begin on or after the Policy's Effective Date.

If you are receiving long term disability benefits, become eligible for coverage under another group long term disability insurance plan, or have a period of recurrent disability under the prior group long term disability insurance plan, you will not be covered under the Policy. If premiums have been paid on your behalf under the Policy, those premiums will be refunded.

Pre-existing Conditions Limitation Credit

If you are an Eligible Person on the Effective Date of the Policy, any time used to satisfy the Pre-existing Conditions Limitation of the prior group long term disability insurance plan will be credited towards the satisfaction of the Pre-existing Conditions Limitation of the Policy.

GENERAL PROVISIONS

TIME LIMIT ON CERTAIN DEFENSES: After the Policy has been in force for two (2) years from its Effective Date, no statement made by you on a written application for insurance shall be used to reduce or deny a claim after your insurance coverage, with respect to which claim has been made, has been in effect for two (2) years.

CLERICAL ERROR: Clerical errors in connection with the Policy or delays in keeping records for the Policy, whether by the Policyholder, the Plan Administrator, or us:

(1) will not terminate insurance that would otherwise have been effective; and

(2) will not continue insurance that would otherwise have ceased or should not have been in effect.

If appropriate, a fair adjustment of premium will be made to correct a clerical error.

NOT IN LIEU OF WORKERS' COMPENSATION: The Policy is not a Workers' Compensation Policy. It does not provide Workers' Compensation benefits.

WAIVER OF PREMIUM: No premium is due us while you are receiving Monthly Benefits from us. Once Monthly Benefits cease due to the end of your Total Disability, premium payments must begin again if insurance is to continue.

MASTER POLICY: You have the right to see the Policy at a time set by the Policyholder. The Policy is on file with the Policyholder. It may be examined by you.

CLAIMS PROVISIONS

NOTICE OF CLAIM: Written notice must be given to us within thirty-one (31) days after a Total Disability covered by the Policy occurs, or as soon as reasonably possible. The notice should be sent to us at our Administrative Office or to our authorized agent. The notice should include your name, the Policyholder's name and the Policy Number.

CLAIM FORMS: When we receive the notice of claim, we will send you the claim forms to file with us. We will send them within fifteen (15) days after we receive notice. If we do not, then the proof of Total Disability will be met by giving us a written statement of the type and extent of the Total Disability. The statement must be sent within ninety (90) days after the loss began.

WRITTEN PROOF OF TOTAL DISABILITY: For any Total Disability covered by the Policy, written proof must be sent to us within ninety (90) days after the Total Disability occurs. If written proof is not given in that time, the claim will not be invalidated nor reduced if it is shown that written proof was given as soon as was reasonably possible. In any event, proof must be given within one (1) year after the Total Disability occurs, unless you are legally incapable of doing so.

PAYMENT OF CLAIMS: When we receive written proof of Total Disability covered by the Policy, we will pay any benefits due. Benefits that provide for periodic payment will be paid for each period as we become liable.

We will pay benefits to you, if living, or else to your estate.

If you died and we have not paid all benefits due, we may pay up to $1,000 to any relative by blood or marriage, or to the executor or administrator of your estate. The payment will only be made to persons entitled to it. An expense incurred as a result of your last illness, death or burial will entitle a person to this payment. The payments will cease when a valid claim is made for the benefit. We will not be liable for any payment we have made in good faith.

CLAIMS REVIEW FIDUCIARY: Reliance Standard Life Insurance Company serves as the claims review fiduciary with respect to claims under the Plan that are governed by the policy and the insurance certificate. In reviewing claims, the claims fiduciary will apply a preponderance of the evidence standard so that a claim will be approved if a preponderance of the evidence considered in connection with the claim favors approval.

ARBITRATION OF CLAIMS: Any claim or dispute arising from or relating to our determination regarding your Total Disability may be

settled by arbitration when agreed to by you and us in accordance with the Rules for Health and Accident Claims of the American Arbitration Association or by any other method agreeable to you and us. In the case of a claim under an Employee Retirement Income Security Act (hereinafter referred to as ERISA) Plan, your ERISA claim appeal remedies, if applicable, must be exhausted before the claim may be submitted to arbitration. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction over such awards.

Unless otherwise agreed to by you and us, any such award will be binding on you and us for a period of twelve (12) months after it is rendered assuming that the award is not based on fraudulent information and you continue to be Totally Disabled. At the end of such twelve (12) month period, the issue of Total Disability may again be submitted to arbitration in accordance with this provision.

Any costs of said arbitration proceedings levied by the American Arbitration Association or the organization or person(s) conducting the proceedings will be paid by us.

PHYSICAL EXAMINATION AND AUTOPSY: We will, at our expense, have the right to have you interviewed and/or examined:

(1) physically;
(2) psychologically; and/or
(3) psychiatrically;

to determine the existence of any Total Disability which is the basis for a claim. This right may be used as often as it is reasonably required while a claim is pending.

We can have an autopsy made unless prohibited by law.

LEGAL ACTIONS: No legal action may be brought against us to recover on the Policy within sixty (60) days after written proof of loss has been given as required by the Policy. No action may be brought after three (3) years (Kansas, five (5) years; South Carolina, six (6) years) from the time written proof of loss is received.

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION

ELIGIBILITY REQUIREMENTS: You are eligible for insurance under the Policy if you are a member of an Eligible Class, as shown on the Schedule of Benefits page.

EFFECTIVE DATE OF YOUR INSURANCE: If the Policyholder pays the entire Premium due for you, your insurance will go into effect on Your Effective Date, as shown on the Schedule of Benefits page.

If you pay a part of the Premium, you must apply in writing for the insurance to go into effect. You will become insured on the latest of:

(1) Your Effective Date, as shown on the Schedule of Benefits page, if you apply on or before that date;
(2) on the date you apply, if you apply within thirty-one (31) days from the date you first met the Eligibility Requirements; or
(3) on the date we approve any required proof of health acceptable to us. We require this proof if you apply:
    (a) after thirty-one (31) days from the date you first met the Eligibility Requirements; or
    (b) after you terminated this insurance but remained in an Eligible Class, as shown on the Schedule of Benefits page; or
    (c) after being eligible for coverage under a prior plan for more than thirty-one (31) days but did not elect to be covered under that prior plan; or
(4) the date premium is remitted.

The insurance for you will not go into effect on a date you are not Actively at Work because of a Sickness or Injury. The insurance will go into effect after you are Actively at Work for one (1) full day in an Eligible Class, as shown on the Schedule of Benefits page.

TERMINATION OF YOUR INSURANCE: Your insurance will terminate on the first of the following to occur:

(1) the date the Policy terminates;
(2) the date you cease to meet the Eligibility Requirements;
(3) the end of the period for which Premium has been paid for you; or
(4) the date you enter military service (not including Reserve or National Guard).

CONTINUATION OF INDIVIDUAL INSURANCE: With respect to employees who are terminated due to a reduction in force - Your insurance may be continued, by payment of premium, beyond the date the you cease to be eligible for this insurance, but not longer than 60 days.

YOUR REINSTATEMENT: If you are terminated, your insurance may be reinstated if you return to Active Work with the Policyholder within the period of time as shown on the Schedule of Benefits page. You must also be a member of an Eligible Class, as shown on the Schedule of Benefits page, and have been:

(1) on a leave of absence approved by the Policyholder; or
(2) on temporary lay-off.

You will not be required to fulfill the Eligibility Requirements of the Policy again. The insurance will go into effect after you return to Active Work for one (1) full day. If you return after having resigned or having been discharged, you will be required to fulfill the Eligibility Requirements of the Policy again. If you return after terminating insurance at your request or for failure to pay Premium when due, proof of health acceptable to us must be submitted before you may be reinstated.

BENEFIT PROVISIONS

INSURING CLAUSE: We will pay a Monthly Benefit if you:

(1) are Totally Disabled as the result of a Sickness or Injury covered by the Policy;
(2) are under the regular care of a Physician;
(3) have completed the Elimination Period; and
(4) submit satisfactory proof of Total Disability to us.

Please refer to the Schedule of Benefits for the MONTHLY BENEFIT and OTHER INCOME BENEFITS.

Benefits you are entitled to receive under OTHER INCOME BENEFITS will be estimated if the benefits:

(1) have not been applied for; or
(2) have been applied for and a decision is pending; or
(3) have been denied and the denial may be appealed.

The Monthly Benefit will be reduced by the estimated amount. If benefits have been estimated, the Monthly Benefit will be adjusted when we receive proof:

(1) of the amount awarded; or
(2) that benefits have been denied and the denial cannot be further appealed.

If we have underpaid any benefit for any reason, we will make a lump sum payment. If we have overpaid any benefit for any reason, the overpayment must be repaid to us. At our option, we may reduce the Monthly Benefit or ask for a lump sum refund. If we reduce the Monthly Benefit, the Minimum Monthly Benefit, if any, as shown on the Schedule of Benefits page, would not apply. Interest does not accrue on any underpaid or overpaid benefit unless required by applicable law.

For each day of a period of Total Disability less than a full month, the amount payable will be 1/30th of the Monthly Benefit.

COST OF LIVING FREEZE: After the initial deduction for any Other Income Benefits, the Monthly Benefit will not be further reduced due to any cost of living increases payable under these Other Income Benefits.

LUMP SUM PAYMENTS: If Other Income Benefits are paid in a lump sum, the sum will be prorated over the period of time to which the Other Income benefits apply. If no period of time is given, the sum will be prorated over sixty (60) months.

TERMINATION OF MONTHLY BENEFIT: The Monthly Benefit will stop

on the earliest of:

(1) the date you cease to be Totally Disabled;
(2) the date you die;
(3) the Maximum Duration of Benefits, as shown on the Schedule of Benefits page, has ended;
(4) the date you fail to furnish the required proof of Total Disability; or
(5) the date you refuse to accept or to continue Rehabilitative Employment when such employment has been properly approved.

RECURRENT DISABILITY: If, after a period of Total Disability for which benefits are payable, you return to Active Work for at least six (6) consecutive months, any recurrent Total Disability for the same or related cause will be part of a new period of Total Disability. A new Elimination Period must be completed before any further Monthly Benefits are payable.

If you return to Active Work for less than six (6) months, a recurrent Total Disability for the same or related cause will be part of the same Total Disability. A new Elimination Period is not required. Our liability for the entire period will be subject to the terms of the Policy for the original period of Total Disability.

If you become eligible for insurance coverage under any other group long term disability insurance plan, then this Recurrent Disability section will not apply to you.

EXCLUSIONS

We will not pay a Monthly Benefit for any Total Disability caused by:

(1) an act of war, declared or undeclared; or
(2) an intentionally self-inflicted Injury; or
(3) commission of or attempt to commit a felony and/or being engaged in an illegal occupation.

LIMITATIONS

MENTAL OR NERVOUS DISORDERS: Monthly Benefits for Total Disability caused by or contributed to by mental or nervous disorders will not be payable beyond an aggregate lifetime maximum duration of twelve (12) months unless you are in a Hospital or Institution at the end of the twelve (12) month period. The Monthly Benefit will be payable while so confined, but not beyond the Maximum Duration of Benefits.

If you were confined in a Hospital or Institution and:

(1) Total Disability continues beyond discharge;
(2) the confinement was during a period of Total Disability; and
(3) the period of confinement was for at least fourteen (14) consecutive days;

then upon discharge, Monthly Benefits will be payable for the greater of:

(1) the unused portion of the twelve (12) month period; or
(2) ninety (90) days;

but in no event beyond the Maximum Duration of Benefits, as shown on the Schedule of Benefits page.

Mental or Nervous Disorders are defined to include disorders which are diagnosed to include a condition such as:

(1) bipolar disorder (manic depressive syndrome);
(2) schizophrenia;
(3) delusional (paranoid) disorders;
(4) psychotic disorders;
(5) depressive disorders;
(6) anxiety disorders;
(7) somatoform disorders (psychosomatic illness);
(8) eating disorders; or
(9) mental illness.

SUBSTANCE ABUSE: Monthly Benefits for Total Disability due to the Insured being under the influence of any narcotic, unless administered on the advice of a Physician, will be payable while you are a participant in a Substance Abuse Rehabilitation Program. The Monthly Benefit will not be payable beyond twelve (12) months.

If, during a period of Total Disability due to Substance Abuse for which a Monthly Benefit is payable, you are able to perform Rehabilitative Employment, the Monthly Benefit, less 50% of any of the money received from this Rehabilitative Employment will be paid until: (1) you are performing all the material duties of your Regular Occupation on a full-time basis; or (2) the end of twelve (12) consecutive months from the date that the Elimination Period is satisfied, whichever is earlier. All terms and conditions of the Rehabilitation Benefit will apply to Rehabilitative Employment due to Substance Abuse.

"Substance Abuse" means the pattern of pathological use of a Substance which is characterized by:

(1) impairments in social and/or occupational functioning;
(2) debilitating physical condition;
(3) inability to abstain from or reduce consumption of the Substance; or
(4) the need for daily Substance use for adequate functioning.

"Substance" means those drugs included on the Department of Health, Retardation and Hospitals' Substance Abuse list of addictive drugs, except tobacco and caffeine are excluded.

A Substance Abuse Rehabilitation Program means a program supervised by a Physician or a licensed rehabilitation specialist approved by us.

PRE-EXISTING CONDITIONS:

BASIC:
Benefits will not be paid for a Total Disability:

(1) caused by;
(2) contributed to by; or
(3) resulting from;

a Pre-existing Condition unless you have been Actively at Work for one (1) full day following the end of:

(1) three (3) consecutive months during which you have not:
    (a) had a consultation with a Physician; or
    (b) received medical care, Treatment or services, including diagnostic procedures or took prescribed drugs or medicines, for such condition; or
(2) twelve (12) consecutive months from the date you became insured.

"Pre-Existing Condition" means any Sickness or Injury for which you received medical Treatment, consultation, care or services, including diagnostic procedures, or took prescribed drugs or medicines, during the three (3) months immediately prior to your effective date of insurance.

OPTION 1:
Benefits will not be paid for a Total Disability:

(1) caused by;
(2) contributed to by; or
(3) resulting from;

a Pre-existing Condition unless you have been Actively at Work for one (1) full day following the end of:

(1) three (3) consecutive months during which you have not:
    (a) had a consultation with a Physician; or
    (b) received medical care, Treatment or services, including diagnostic procedures or took prescribed drugs or medicines, for such condition; or
(2) twelve (12) consecutive months from the date you became insured, with respect to Option 1 coverage.

"Pre-Existing Condition" means any Sickness or Injury for which you received medical Treatment, consultation, care or services, including diagnostic procedures, or took prescribed drugs or medicines, during the three (3) months immediately prior to your effective date of insurance, with respect to Option 1 coverage.

With respect to persons electing to change their level of coverage during an approved enrollment period, any benefit increase (due to this change) will not be paid for a Total Disability:

(1) caused by;
(2) contributed to by; or
(3) resulting from;

a Pre-existing Condition unless you have been Actively at Work for one (1) full day following the end of:

(1) three (3) consecutive months during which you have not:
    (a) had a consultation with a Physician; or
    (b) received medical care, Treatment or services, including diagnostic procedures or took prescribed drugs or medicines, for such condition; or
(2) twelve (12) consecutive months from the date of the increase.

"Pre-Existing Condition" means any Sickness or Injury for which you received medical Treatment, consultation, care or services, including diagnostic procedures, or took prescribed drugs or medicines, during the three (3) months immediately prior to your effective date of the increase.

OPTION 2:

Benefits will not be paid for a Total Disability:

(1) caused by;
(2) contributed to by; or
(3) resulting from;

a Pre-existing Condition unless you have been Actively at Work for one (1) full day following the end of:

(1) three (3) consecutive months during which you have not:
    (a) had a consultation with a Physician; or
    (b) received medical care, Treatment or services, including diagnostic procedures or took prescribed drugs or medicines, for such condition; or
(2) twelve (12) consecutive months from the date you became insured, with respect to Option 2 coverage.

"Pre-Existing Condition" means any Sickness or Injury for which you received medical Treatment, consultation, care or services, including diagnostic procedures, or took prescribed drugs or medicines, during the three (3) months immediately prior to your effective date of insurance, with respect to Option 2 coverage.

With respect to persons electing to change their level of coverage during an approved enrollment period, any benefit increase (due to this change) will not be paid for a Total Disability:

(1) caused by;
(2) contributed to by; or
(3) resulting from;

a Pre-existing Condition unless you have been Actively at Work for one (1) full day following the end of:

(1) three (3) consecutive months during which you have not:
    (a) had a consultation with a Physician; or
    (b) received medical care, Treatment or services, including diagnostic procedures or took prescribed drugs or medicines, for such condition; or
(2) twelve (12) consecutive months from the date of the increase.

"Pre-Existing Condition" means any Sickness or Injury for which you received medical Treatment, consultation, care or services, including diagnostic procedures, or took prescribed drugs or medicines, during the three (3) months immediately prior to your effective date of the increase.

SPECIFIC INDEMNITY BENEFIT

If you suffer any one of the Losses listed below from an accident resulting in an Injury, we will pay a guaranteed minimum number of Monthly Benefit payments, as shown below. However:

(1) the Loss must occur within one hundred and eighty (180) days; and
(2) you must live past the Elimination Period.

For Loss of:	Number of Monthly Benefit Payments:
Both Hands	46 Months
Both Feet	46 Months
Entire Sight in Both Eyes	46 Months
Hearing in Both Ears	46 Months
Speech	46 Months
One Hand and One Foot	46 Months
One Hand and Entire Sight in One Eye	46 Months
One Foot and Entire Sight in One Eye	46 Months
One Arm	35 Months
One Leg	35 Months
One Hand	23 Months
One Foot	23 Months
Entire Sight in One Eye	15 Months
Hearing in One Ear	15 Months

"Loss(es)" with respect to:
(1) hand or foot, means the complete severance through or above the wrist or ankle joint;
(2) arm or leg, means the complete severance through or above the elbow or knee joint; or
(3) sight, speech or hearing, means total and irrecoverable Loss thereof.

If more than one (1) Loss results from any one accident, payment will be made for the Loss for which the greatest number of Monthly Benefit payments is provided.

The amount payable is the Monthly Benefit, as shown on the Schedule of Benefits page, with no reduction from Other Income Benefits. The number of Monthly Benefit payments will not cease if you return to Active Work. If death occurs after we begin paying Monthly Benefits, but before the Specific Indemnity Benefit has been paid according to the above schedule, the balance remaining at time of death will be paid to your

estate, unless a beneficiary is on record with us under the Policy.

Benefits may be payable longer than shown above as long as you are still Totally Disabled, subject to the Maximum Duration of Benefits, as shown on the Schedule of Benefits page.

SURVIVOR BENEFIT - LUMP SUM

We will pay a benefit to your Survivor when we receive proof that you died while:

(1) you were receiving Monthly Benefits from us; and
(2) you were Totally Disabled for at least one hundred and eighty (180) consecutive days.

The benefit will be an amount equal to 3 times your last Monthly Benefit. The last Monthly Benefit is the benefit you were eligible to receive right before your death. It is not reduced by wages earned while in Rehabilitative Employment.

A benefit payable to a minor may be paid to the minor's legally appointed guardian. If there is no guardian, at our option, we may pay the benefit to an adult that has, in our opinion, assumed the custody and main support of the minor. We will not be liable for any payment we have made in good faith.

"Survivor" means your spouse. If the spouse dies before you or if you were legally separated, then your natural, legally adopted or step-children, who are under age twenty-five (25) will be the Survivors. If there are no eligible Survivors, payment will be made to your estate, unless a beneficiary is on record with us under the Policy.

WORK INCENTIVE AND CHILD CARE BENEFITS

WORK INCENTIVE BENEFIT

During the first twelve (12) months of Rehabilitative Employment during which a Monthly Benefit is payable, we will not offset earnings from such Rehabilitative Employment until the sum of:

(1) the Monthly Benefit prior to offsets with Other Income Benefits; and
(2) earnings from Rehabilitative Employment;

exceed 100% of your Covered Monthly Earnings. If the sum above exceeds 100% of Covered Monthly Earnings, our Benefit Amount will be reduced by such excess amount until the sum of (1) and (2) above equals 100%.

CHILD CARE BENEFIT

We will allow a Child Care Benefit if:

(1) you are receiving benefits under the Work Incentive Benefit;
(2) your Child(ren) is (are) under 14 years of age;
(3) the child care is provided by a non-relative; and
(4) the charges for child care are documented by a receipt from the caregiver, including social security number or taxpayer identification number.

During the twelve (12) month period in which you are eligible for the Work Incentive Benefit, an amount equal to actual expenses incurred for child care, up to a maximum of $250 per month, will be added to your Covered Monthly Earnings when calculating the Benefit Amount under the Work Incentive Benefit.

Child(ren) means: your unmarried child(ren), including any foster child, adopted child or step child who resides in your home and is financially dependent on you for support and maintenance.

EXTENSION OF COVERAGE UNDER THE FAMILY AND MEDICAL LEAVE ACT AND UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Family and Medical Leave of Absence:

We will continue your coverage in accordance with the Policyholder's policies regarding leave under the Family and Medical Leave Act of 1993, as amended, or any similar state law, as amended, if:

(1) the premium for you continues to be paid during the leave; and
(2) the Policyholder has approved your leave in writing and provides a copy of such approval within thirty-one (31) days of our request.

As long as the above requirements are satisfied, we will continue coverage until the later of:

(1) the end of the leave period required by the Family and Medical Leave Act of 1993, as amended; or
(2) the end of the leave period required by any similar state law, as amended.

Military Services Leave of Absence:

We will continue your coverage in accordance with the Policyholder's policies regarding Military Services Leave of Absence under USERRA if the premium for you continues to be paid during the leave.

As long as the above requirement is satisfied, we will continue coverage until the end of the period required by USERRA.

The Policy, while coverage is being continued under the Military Services Leave of Absence extension, does not cover any loss which occurs while on active duty in the military if such loss is caused by or arises out of such military service, including but not limited to war or any act of war, whether declared or undeclared.

While you are on a Family and Medical Leave of Absence for any reason other than your own illness, injury or disability or Military Services Leave of Absence you will be considered Actively at Work. Any changes such as revisions to coverage due to age, class or salary changes, as applicable, will apply during the leave except that increases in the amount of insurance, whether automatic or subject to election, will not be effective if you are not considered Actively at Work until you have returned to Active Work for one (1) full day.

A leave of absence taken in accordance with the Family and Medical Leave Act of 1993 or USERRA will run concurrently with any other applicable continuation of insurance provision in the Policy.

Your coverage will cease under this extension on the earliest of:

(1) the date the Policy terminates; or
(2) the end of the period for which premium has been paid for you; or
(3) the date such leave should end in accordance with the Policyholder's policies regarding Family and Medical Leave of Absence and Military Services Leave of Absence in compliance with the Family and Medical Leave Act of 1993, as amended and USERRA. Coverage will not be terminated if you become Totally Disabled during the period of the leave and are eligible for benefits according to the terms of the Policy. Any Monthly Benefit which becomes payable will be based on your Covered Monthly Earnings immediately prior to the date of Total Disability.

Should the Policyholder choose not to continue your coverage during a Family and Medical Leave of Absence and/or Military Services Leave of Absence, your coverage will be reinstated.

EXTENDED DISABILITY BENEFIT

We will pay an Extended Disability Benefit to you if you:

(1) meet all the requirements of Total Disability of the Policy; and
(2) are receiving a Total Disability Benefit under the Policy that will be exhausted because the Maximum Duration of Benefits has ended; and
(3) are unable to function without another person's Direct Assistance or verbal direction due to:

    (a) an inability to perform at least two Activities of Daily Living (ADL) as defined; or
    (b) Cognitive Impairment as defined; and

(4) are either:

    (a) confined as an Inpatient in a Skilled Nursing Home, Rehabilitation Facility or Rehabilitative Hospital in which patients receive care from licensed medical professionals; or
    (b) receiving Home Health Care or Hospice Care; and

(5) make a Written Request for this benefit within thirty (30) days after the Maximum Duration of Benefits has ended.

The Extended Disability Benefit:

(1) will be an amount equal to 85% of the Monthly Benefit after offsets with Other Income Benefits which was payable prior to you qualifying for the Extended Disability Benefit up to a maximum of $5,000 per month; and
(2) is payable for a maximum of sixty (60) months measured from the date that the Maximum Duration of Benefits has ended.

Definitions:

"Activities of Daily Living (ADL)" means:

(1) Bathing - the ability to wash oneself in the tub or shower or by sponge bath from a basin without Direct Assistance;
(2) Dressing - the ability to change clothes without Direct Assistance, including fastening and unfastening any medically necessary braces or artificial limbs;
(3) Eating/Feeding - the ability to eat without Direct Assistance, once food has been prepared and made available;
(4) Transferring - the ability to move in and out of a chair or bed without

Direct Assistance, except with the aid of equipment (including support and other mechanical devices); and

(5) Toileting - the ability to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene and to adjust clothing without Direct Assistance.

"Cognitively Impaired" and "Cognitive Impairment" means your confusion or disorientation due to organic changes in the brain resulting in a deterioration or loss in intellectual capacity as confirmed by cognitive or other tests satisfactory to us.

"Direct Assistance" means you require continuous help or oversight to be able to perform the Activity of Daily Living (ADL).

"Home Health Care" means medical and non-medical services, provided in your residence due to Injury or Sickness, including: visiting nurse services; physical, respiratory, occupational or speech therapy; nutritional counseling; and home health aide services. Home Health Care services must be: (1) prescribed by and provided under the supervision of a Physician; and (2) rendered by a licensed home health care provider who is not a member of your immediate family. Home Health Care does not include: homemaker, companion and home delivered meals services; nor informal care services provided by your family members.

"Hospice Care" means a program of care which coordinates the special needs of a person with a Terminal Illness. Hospice Care must be: (1) prescribed by and provided under the supervision of a Physician; and (2) rendered by a licensed hospice care provider who is not a member of your immediate family.

"Inpatient" means a person confined in a Skilled Nursing Home, Rehabilitation Facility or Rehabilitative Hospital, for whom a daily room and board charge is made.

"Pre-existing Condition" means with respect to the Extended Disability Benefit only, any Sickness or Injury for which you received medical treatment, consultation, care or services, including diagnostic procedures, or took prescribed drugs or medicines, during the three (3) months immediately preceding your effective date of insurance.

"Rehabilitation Facility or Rehabilitative Hospital" means any facility or Hospital that is licensed in the state in which it is operating to provide rehabilitation services, therapy or retraining to you to enable you to walk, communicate, and/or function as a member of society.

"Skilled Nursing Home" means a facility or part of a facility that is licensed or certified in the state in which it is operating to provide Skilled Nursing Care.

"Skilled Nursing Care" means that level of care which:

(1) requires the training and skills of a Registered Nurse;
(2) is prescribed by a Physician;
(3) is based on generally recognized and accepted standards of health care by the American Medical Association; and
(4) is appropriate for the diagnosis and treatment of your Sickness or Injury.

"Terminal Illness" means a Sickness or physical condition that is certified by a Physician in a written statement, on a form prescribed by us, to reasonably be expected to result in death in less than twelve (12) months.

"Written Request" means a request made, in writing, by you to us.

Pre-existing Conditions Limitation:

With respect to the Extended Disability Benefit only, benefits will not be paid for a Total Disability:

(1) caused by;
(2) contributed to by; or
(3) resulting from;

a Pre-existing Condition unless you have been Actively at Work for one (1) full day following the end of twelve (12) consecutive months measured from your effective date of insurance with us.

No benefits will be paid under the Extended Disability Benefit if your Total Disability occurred before your effective date of insurance with us.

The Extended Disability Benefit will cease to be payable on the earliest of the following dates:

(1) the date you die; or
(2) the date you no longer meet the requirements of Total Disability of the Policy; or
(3) the date you:

    (a) are no longer confined as an Inpatient in a Skilled Nursing Home, Rehabilitative Facility or Rehabilitation Hospital; or

(b) are no longer receiving Home Health Care or Hospice Care; or

(4) the date you are no longer considered Cognitively Impaired; or
(5) the date you are no longer unable to perform at least two Activities of Daily Living (ADL); or
(6) the date you receive your 60th monthly Extended Disability Benefit payment.

The Extended Disability Benefit will not be payable for Total Disability which is caused by or results from conditions for which Monthly Benefits are specifically limited by the Policy such as Mental or Nervous Disorders, alcoholism, drug addiction, or other Substance Abuse, musculoskeletal and connective tissue disorders, chronic fatigue syndrome, Environmental Allergic or Reactive Illness, or Self-Reported Conditions.

If the Policy contains a Survivor Benefit, Activities of Daily Living Benefit (ADL), Catastrophic Care Benefit, Supplemental Pension Benefit, Living Benefit, Cost of Living Benefit or a Conversion Privilege, such benefits are not applicable when receiving benefits under the Extended Disability Benefit.

REHABILITATION BENEFIT

"Rehabilitative Employment" means work in Any Occupation for which your training, education or experience will reasonably allow. The work must be approved by a Physician or a licensed or certified rehabilitation specialist approved by us. Rehabilitative Employment includes work performed while Partially Disabled, but does not include performing all the material duties of your Regular Occupation on a full-time basis.

If you are receiving a Monthly Benefit because you are considered Totally Disabled under the terms of the Policy and are able to perform Rehabilitative Employment, we will continue to pay the Monthly Benefit less an amount equal to 50% of earnings received through such Rehabilitative Employment.

If you are able to perform Rehabilitative Employment when Totally Disabled due to Substance Abuse, we will continue to pay the Monthly Benefit less an amount equal to 50% of earnings received through such Rehabilitative Employment. This Monthly Benefit is payable for a maximum of twelve (12) consecutive months from the date the Elimination Period is satisfied.

You will be considered able to perform Rehabilitative Employment if a Physician or licensed or certified rehabilitation specialist approved by us determines that you can perform such employment. If you refuse such Rehabilitative Employment, benefits under the Policy will terminate. If you have been performing Rehabilitative Employment, and refuse to continue such employment, even though a Physician or licensed or certified rehabilitation specialist approved by us has determined that you are able to perform Rehabilitative Employment, benefits under the Policy will terminate.

RELIANCE STANDARD LIFE INSURANCE COMPANY

AMENDATORY RIDER

It is hereby understood and agreed that the Certificate to which this Rider is attached shall be amended by the addition of the following:

Applicable to Vermont Residents Only

The following sections/provisions of the Certificate are amended to comply with Vermont law:

1. **Schedule of Benefits section, Elimination Period provision.**

   The Elimination Period will be the lesser of the number of days shown on the Schedule of Benefits in the certificate or:

   For Benefit Periods 2 years and greater: 365 days.

   For Benefit Periods greater than 1 year but less than 2 years: 180 days.

2. **Limitations section, Mental or Nervous Disorders and/or Substance Abuse, if such limitations are included in the Certificate.**

   If the Certificate contains limitations in coverage for mental or nervous disorders and/or substance abuse, such limitations will not apply to Vermont residents. Coverage for these conditions will be treated the same as other conditions that may entitle you to full benefits.

3. **Limitations section, Pre-existing Conditions, if such limitation is included in the Certificate.**

   The pre-existing condition provision time period in the definition of Pre-existing Condition shall be the lesser of the time period shown on the Limitations form in the Certificate or twelve (12) months.

   The period of time during which you become Totally Disabled

due to a Pre-existing Condition and a benefit is not payable for such Total Disability is the lesser of the time period as shown in the certificate or twelve (12) months.

All other terms and conditions remain unchanged.

RELIANCE STANDARD LIFE INSURANCE COMPANY

Secretary